

**THE INDIANA NETWORK OF KNOWLEDGE (INK)
DATA SHARING AGREEMENT & MEMORANDUM OF UNDERSTANDING**

EDS #BUI-15-0004

This Memorandum of Understanding (hereinafter, referred to as the “MOU”) is entered into by and between Indiana Department of Education, the Department of Workforce Development, the Family and Social Services Administration, the Indiana Commission for Higher Education, the Indiana Network of Knowledge (collectively, the “Partner Agencies”), and the Indiana Office of Technology.

Purpose

The Partner Agencies, including their various divisions, bureaus, and offices, routinely exchange data in electronic format in support of programs undertaken by each agency in which shared information is necessary for the successful execution of such programs.

Such data exchanges support a defined business need with respect to the associated programs and are either permitted or required by applicable federal and state laws and regulations, including but not limited to 34 CFR §99.31(a)(3) and §99.31(a)(6). Pursuant to and consistent with the provisions of I.C. 22-4.5-10, the Partner Agencies seek to expand data linkages among early childhood, K-12, higher education, and workforce sectors. In support of these requirements and initiatives, the Partner Agencies agree to expand the data reporting capabilities related to the pipeline between or among these sectors. The goal of these efforts include, but is not limited to: understanding and improving the state’s education-workforce system to yield greater economic opportunities for Hoosiers; auditing and evaluating education and workforce programs; and, generating reports and analyses required by law.

The linked data will allow the Partner Agencies to provide critical feedback to their respective stakeholders on performance of students, trainees, and clients throughout Indiana’s education-workforce system. This information will increase capacity to provide valuable information and tools to Indiana high school and college counselors as they assist students in pursuing career and educational goals. Further, data linkages will enhance the state’s ability to align educational and training policies and programs with regional demand, provide information on post-graduation student flow, and prioritize training funds for high-wage, high-demand occupations, resulting in a better-prepared workforce and stronger and more competitive Hoosier economy. Linkages between higher education and workforce data allow the state agencies and higher education institutions to meet federal reporting requirements on student placement in the workforce, as well as allowing for analyses that are vital for both higher education and economic development. Specific examples of data use and subsequent outputs include, but are not limited to: Early Learning to Kindergarten Readiness Reports; College Readiness Reports to assess secondary to postsecondary transition; Career and Technical Education Return on Investment Reports to assess post-program outcomes; Postsecondary Return on Investment Report to assess program success; and, workforce skills gap analyses.

Recitals

WHEREAS, IC 22-4.5-10-3 established the Indiana Network of Knowledge as a statewide longitudinal data system (the “INK System”) that contains educational and workforce information from educational institutions at all levels and information about the Indiana’s workforce to improve the effect of the state’s educational delivery system on the economic opportunities of individuals and the state’s workforce, and to guide state and local decision makers;

WHEREAS, among the members of the Governance Committee established by IC 22-4.5-10-7, the State Superintendent of Public Instruction, the Commissioner of the Department of Workforce Development, the Commissioner of the Commission for Higher Education (or their designees) are designated to represent their respective state agencies;

WHEREAS, pursuant to IC 22-4.5-10-7(c), in addition to the state agencies represented by those members, the Governance Committee has identified the Indiana Family and Social Services Administration (FSSA) as an appropriate State Agency to submit data to the INK System and the Governor has appointed the Secretary of FSSA or his designee to serve as a member of the Governance Committee;

WHEREAS, the Governance Committee has determined that the Indiana Office of Technology (IOT), which is the state’s enterprise IT provider, will be responsible for coordinating the development of the new INK System so that it is secure, responsive, scalable to meet future needs of the INK Program, and maintains a logical separation of data in the INK System from any other data maintained by IOT, and to develop the data security and safeguarding plan contemplated by IC 22-4.5-10-6(a)(4) and IC 22-4.5-10-5(a)(1)(C).

WHEREAS, the Governance Committee has determined that a data governance framework is necessary to orchestrate the people, processes, and technology necessary to manage INK Data, to implement the privacy and data request policies required by IC 22-4.5-10-6(b)(5) and (7) and IC 22-4.5-10-5(a)(1)(D); and to help foster effective collaboration between the Partner Agencies and the members of the Governance Committee, and,

WHEREAS, the Governance Committee has determined that it is appropriate to adopt the INK Governance Framework.

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual understandings and covenants set forth herein, the Partner Agencies and IOT agree as follows:

I. THE INK GOVERNANCE FRAMEWORK.

- A. The foregoing Recitals are incorporated by reference and are made a part of this MOU.
- B. The INK Governance Framework, attached hereto and incorporated herein by reference, is hereby adopted as the data governance framework for the INK Program and to implement the privacy and data request policies required by IC 22-4.5-10-6(b)(5) and (7).
- C. The capitalized terms in this MOU are defined in the INK Governance Framework.

- D. The INK Governance Framework may be amended by (i) approval of the Governance Committee, (ii) subsequent unanimous written agreement of the Partner Agencies, and (iii) then subsequent written approval of IOT, the State Budget Agency, and the Indiana Office of Attorney General; *provided however*, that the contact information in the Breach Notification Appendix of the INK Governance Framework may be updated by the INK Executive Director as provided in the Appendix.
- E. Upon resolution of the INK Governance Committee, additional state agencies may be designated to join and submit data. Designated state agencies shall be added as party to this MOU by an Addendum executed between the designated agency to be added, INK, IOT, and the State Budget Agency. Any Addenda approved by the parties shall be incorporated as part of this MOU.

Affiliate Organizations may submit data to the INK System via resolution of the INK Governance Committee and data sharing agreements executed by the Affiliate Organization, INK, IOT, and any other direct party. Any data sharing agreement with an Affiliate Organization must be consistent with the INK Governance Frameworks.

II. TERM & TERMINATION.

- A. This MOU shall be effective on the date it is approved by the all signatories hereto and shall continue until terminated by mutual agreement of the parties.
- B. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this MOU, the MOU shall be cancelled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- C. Partner Agencies shall continue to protect and maintain confidentiality of any data provided by another Partner Agency that is still in their possession under the terms of this MOU upon its termination, and Partner Agencies shall continue to be responsible for any misuse or improper disclosure thereof.

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IN WITNESS THEREOF, the Indiana Department of Education, the Department of Workforce Development, the Family and Social Services Administration, the Indiana Commission for Higher Education, the Indiana Network of Knowledge, and the Indiana Office of Technology have executed this MOU by their duly authorized representatives, subject to the terms and conditions as set forth above.

**INDIANA DEPARTMENT OF
EDUCATION:**

for Glenda Ritz
Superintendent of Public Instruction

Date: _____

**INDIANA DEPARTMENT OF
WORKFORCE DEVELOPMENT:**

Steven J. Braun
Commissioner

Date: _____

**INDIANA COMMISSION FOR
HIGHER EDUCATION:**

Teresa Lubbers
Commissioner

Date: _____

**INDIANA FAMILY & SOCIAL
SERVICES ADMINISTRATION:**

for John J. Wernert
Secretary

Date: _____

INDIANA NETWORK OF KNOWLEDGE

Jeffrey D. Hudnall
Executive Director

Date: _____

INDIANA OFFICE OF TECHNOLOGY

Paul Baltzell
Chief Information Officer

Date: _____

STATE BUDGET AGENCY:
Approved:

for Brian E. Bailey
State Budget Director

Date: _____

OFFICE OF ATTORNEY GENERAL:
Approved as to Form and Legality:

for Gregory F. Zoeller
Attorney General

Date: _____